

<input type="checkbox"/> This is a PARTIAL Install <input type="checkbox"/> This is a FOLLOW-UP Install		Program Name		Program Phone Number	Installation Date
Program Code	Household Phone # (        )	Model Type	Communicator #	Accessories	
	Subscriber Mobile Phone # (        )		Button #		
Salutation	Subscriber Last Name	First Name	Middle		Suffix
Preferred Name	Last Name Sounds Like	Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date Of Birth	
Household Information			Emergency Phone Numbers (Do not list 911 or 800 #'s)		
Residential Street Address/Apt.#			CENTRAL DISPATCH (        )		
			POLICE (        )		
City		State	Zip Code	FIRE (        )	
Township/Municipality		County		AMBULANCE <input type="checkbox"/> Check if Private ALTERNATE AMBULANCE (        ) (        )	
Household Hidden Key Location		Directions To Home (Must Be Provided If PO Box Listed)			Subscriber Email Address
PHB/AAHB xmit code: PHB/AAHB expiry:					Special Instructions/Addl. Svcs. <input type="checkbox"/> State Funded <input type="checkbox"/> Lifeline Smoke Detector <input type="checkbox"/> Healthcare Directives
Drug Allergies		Medical Conditions and/or Diseases			Household Warning
Responder One		Responder Two		Responder Three	
Name (First/Last)		Name (First/Last)		Name (First/Last)	
Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other		Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other		Language Need? <input type="checkbox"/> Spanish <input type="checkbox"/> Other	
Street Address		Street Address		Street Address	
City, State, Zip Code		City, State, Zip Code		City, State, Zip Code	
Family Relation <input type="checkbox"/> Have Key <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Notify		Family Relation <input type="checkbox"/> Have Key <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Notify		Family Relation <input type="checkbox"/> Have Key <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Notify	
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (        )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (        )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (        )	
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (        )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (        )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (        )	
Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (        )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (        )		Phone <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (        )	
Email Address		Email Address		Email Address	

Program Code	Subscriber Last Name	First Name	Household Phone # (      )	Program Name
<b>Notify</b>			<b>Notify</b>	
Name (First/Last)		Family Relation <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Reminder Contact	Name (First/Last) <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Reminder Contact	
<b>Phone</b> <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (      )		<b>Phone</b> <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (      )	<b>Phone</b> <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (      )	<b>Phone</b> <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Cell (      )
<b>Primary Physician</b>		<b>Third Party Notify</b>		
Name (First/Last)		Name (First/Last)		Fax Number (      )
Phone (      )		Name (First/Last)		Fax Number (      )
<b>Preferred Hospital</b>			<b>Referral Source</b>	
Hospital Name			Name (First/Last)	<b>Phone</b> (      )
City, State (      )		Organization/Agency Name		Position/Title
<input type="checkbox"/> <b>Multiple Subscriber Household</b> <i>(Complete a separate Care Plan Agreement for each Subscriber)</i>			Street Address	City, State, Zip Code
Name of Additional Subscriber			Coupon Code      A      B      C	
<b>Subscriber Notes</b>				
<b>Payer Information</b>				
Name (First/Last or, if applicable, organization name)		Payer Email Address		Home Phone # (      )
Street Address		Mobile Phone # (      )		Work Phone # (      )
City	State	Zip Code	Medicaid Number	
Monthly Fee(s) Monitoring Service      \$	One Time Fee(s) Enrollment Fee      \$  Shipping & Handling      \$	Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly	Payment Method <input type="checkbox"/> Invoice <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit Card	
<b>Signatures of Subscriber (and, if different, Payer)</b>				
<b>SUBSCRIBER:</b> By signing below you confirm that (1) the above information is accurate and complete; (2) you agree to the terms of this Agreement and accompanying document "HOW LIFELINE WORKS"; and (3) you have been given the User Manual for the Lifeline equipment.			<b>PAYER (if not Subscriber):</b> By signing below you confirm that (1) the above information is accurate and complete; and (2) you agree to the terms of this Agreement and accompanying document "HOW LIFELINE WORKS."	
Signature of Subscriber			Date	Signature of Payer (if different than subscriber)

## PHILIPS LIFELINE MONITORING SERVICES

### Care Plan Agreement – Terms and Conditions

#### HOW LIFELINE WORKS

**Welcome to the Philips Lifeline medical alert service!** Below are the legal terms of the Agreement between you and Lifeline. (“Lifeline” means Lifeline Systems Company and its affiliated companies, the Program and Referral Source named on your Care Plan Agreement and each of their affiliated entities.)

**By signing this Agreement, you agree that you are a Subscriber to and/or Payer for the Service and have read this Agreement, including the following:**

**What is the Lifeline service?** A Lifeline Communicator will be installed in your home and you will be given a Personal Help Button, AutoAlert Help Button, or GoSafe Mobile Button (collectively, “Equipment”). Be sure to read the User Manuals for this Equipment. If Lifeline’s Response Center receives a “Help Needed” signal from the Equipment, Lifeline will make a reasonable effort to promptly contact you. If, after making (or trying to make) contact, Lifeline decides it is necessary in its reasonable judgment, it will then notify the listed Responders (in the order shown on the front of this Agreement) or Police, Fire or Ambulance.

**How Lifeline Responds to Your Requests.** You agree that Lifeline may rely absolutely on statements made by you or your listed Responders, or any person who says that they are acting on behalf of you or a Responder.

You agree that Lifeline is not responsible for the promptness, sufficiency or adequacy of the action of any Responder or third party acting for a Responder. You understand that Lifeline does not represent or guarantee that Responders can be contacted or will respond, or that their response will be safe or effective. You agree that the Responders have been designated by you and are not agents or representatives of Lifeline.

**Your Responsibilities as a Subscriber.** You understand that you must:

- Provide electrical power and a functioning telephone connection to the Equipment. The Equipment will not work if unplugged, if telephone service is down, during a power outage or if A/C power

is not provided. (The unit has a backup battery that will work for a limited period of time.) Lifeline does not take responsibility to notify you or your Responders if your Equipment stops receiving power.

- Give accurate information about your Responders. You represent that your Responders have agreed to act as Responders.
- Not alter or modify the Equipment.
- Not move Equipment from its original installation without Lifeline’s prior authorization.
- Allow access for Lifeline representatives to inspect Equipment, for maintenance, or removing Equipment after termination.
- Not cause repeated false alarms, otherwise Lifeline may discontinue your service.
- Be responsible for providing Responders with access to your home.
- Promptly inform Lifeline of any changes to the information provided in this Agreement. All changes are solely your responsibility and become effective only after you communicate them to Lifeline.
- Follow Lifeline’s recommended procedures.
- Pay any fine resulting from a false alarm.

**The Lifeline Service Relies on your Telephone Service to Operate.** If your telephone service is out of order or disconnected, the Equipment will not operate until telephone service is restored. Lifeline has no control over your telephone service. And, it will not know if your service is not working. Therefore, it cannot provide the Lifeline service during that time, or notify your responders that your telephone service is out of order.

Also, please be aware that using telephone service provided via the internet, broadband, VoIP, or any other **non-traditional telephone** service presents risks for non-transmission of the signals from the Equipment to Lifeline’s call center and the Equipment may not operate as intended.

**Will Lifeline Work If My Phone is Off the Hook or I Lose My Dial Tone?** Your Equipment needs a dial tone to be able to contact Lifeline. Even if your telephone service is working, your telephone line can lose a dial tone if a phone is off hook or other devices are using the phone line. To reduce the risk that your Lifeline Equipment will not have a dial tone, you can ask your telephone company to install technology in your

home, such as an RJ31X jack, to permit your Lifeline Communicator to “seize” the line and obtain a dial tone. (Lifeline cannot install an RJ31x or equivalent; you must do so.)

**Special Note about AutoAlert/GoSafe Mobile.** If you order the AutoAlert Help Button or the GoSafe Mobile Button, be aware that it will NOT detect all types of falls. Therefore, if you fall, **you should still try to press your button if possible.**

**How Lifeline Uses Your Personal Information.** You are providing Lifeline with health, financial and other personal information so that Lifeline can provide services. You agree that Lifeline, Referral Source, Program, Responders and other parties named in this Agreement can receive that information. You agree that if a Responder or other assistance is sent to subscriber's home or elsewhere (an “*Incident*”), Lifeline may notify the parties listed in this Care Plan Agreement. Communications between you and the Lifeline response center may be recorded, and you consent to that recording.

**Forced Entry.** You understand that if a help signal is received by Lifeline and a Responder is sent to your home, Lifeline is NOT RESPONSIBLE – and you relieve Lifeline of any liability – for how the Responder chooses to enter your home. (For example, if the Responder does not have or cannot find a key, you hereby authorize the Responder to break into your home, even if this causes damage.) If you have a hidden key location, lockbox or garage opener, you are responsible for maintaining the key or lockbox in an accessible location and informing Lifeline of any changes to the location of the key or the access code.

**Payment Information.** You agree to pay the Fees shown in this Agreement along with any sales tax or additional Lifeline services you later order. Fees are subject to change upon 30 days' prior written notice to Payer. Payment is due upon your receipt of an invoice.

***This Agreement, and any Addenda hereto (together, the “Agreement”), is the entire Agreement between You and Lifeline. No person installing, servicing or otherwise dealing with Equipment is or shall be authorized to act for or bind Lifeline. This Agreement supersedes all prior representations, understandings or agreements between You and Lifeline and may be amended or revised at any time without prior notice to you by Lifeline, at its sole discretion. You agree that this Agreement will be governed by the laws of the Commonwealth of Massachusetts.***

Past due balances (over 30 days) are subject to a monthly finance service charge of 18% percent per year, or the maximum allowable by law. If Lifeline must institute legal proceedings to collect payments due, then you agree to pay Lifeline's reasonable attorney's fees for such collection action unless prohibited by law. You agree to pay for a full month of service for any month in which you have Service. Lifeline reserves the right to charge a \$50.00 fee for each replacement Personal Help Button or Auto Alert Help Button.

**Term of Service.** Your Service starts when the Equipment is shipped. Service must remain in effect for a minimum of THREE (3) MONTHS (excluding Medicaid and other agency-funded subscribers), after which it may be terminated by either you or Lifeline for any reason by sending the other party 30 days prior written notice. If Service is terminated, you will return Equipment to Lifeline at your expense either by mail or arranging for pick up (for a fee) by a Lifeline representative. If you do not return Equipment within 30 days after termination, Lifeline reserves the right to charge you a \$400.00 “lost Equipment” fee.

Lifeline makes no guarantees or warranties of any kind relating to the service and expressly disclaims all warranties whether express or implied, written or oral, with respect to the service and the Equipment, including warranty of merchantability or fitness for a particular purpose. LIFELINE'S MAXIMUM LIABILITY ARISING OUT OF PROVIDING THE SERVICE (INCLUDING WIRELESS SERVICE), INCLUDING THE EQUIPMENT, OR ITS USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED ALL PAYMENTS RECEIVED BY LIFELINE FROM SUBSCRIBER UNDER THIS AGREEMENT. In no event shall Lifeline be liable for special, incidental or consequential damages. Some states do not allow exclusion or limitation of incidental or consequential damages, so those particular limitations may not apply to you.

## PHILIPS LIFELINE MONITORING SERVICES

### Care Plan Agreement – GoSafe / HomeSafe Wireless Addendum

**By signing this Addendum, you (as a Subscriber to and/or Payer for the Wireless Service) agree to the following additional legal terms and conditions:**

**What is the Lifeline Wireless Service?** The Lifeline Wireless Service works like the basic Lifeline service (see “How Lifeline Works”) with the following added features:

- your Equipment (either a Lifeline Wireless Communicator and/or GoSafe Mobile Button, both the “Wireless Equipment”) will be able to send a help signal to the Lifeline response center via a cellular signal, if cellular service available;
- the optional GoSafe Mobile Button permits two-way communications between you and our response center directly through a microphone and speaker built into your personal help button; and
- the optional GoSafe Mobile Button contains technology designed to help us approximate your location.

**Wireless Location Tracking.** You understand that Lifeline attempts to track your approximate location whenever it receives a signal from your Wireless Equipment. You authorize Lifeline to collect, use, disclose, transmit, process, store and share this information to (a) provide, maintain and improve the Wireless Service and Equipment, and, (b) in case of an Incident, provide your location information to Lifeline’s partners, Responders, third party service providers (including emergency services), and any person claiming to be acting on behalf of a Responder. Lifeline does not guarantee that we can always track your location, due to the limits of the location tracking technology.

**Your Responsibilities as a Subscriber or Payor of the Lifeline Wireless Service.** You understand that you must:

1. Periodically recharge the battery of your GoSafe Mobile Button, in accordance with the User Manual instructions. The GoSafe Mobile Button contains an internal battery, but will not work or be able to access the Wireless Service if the battery is allowed to discharge. Lifeline does not take responsibility to notify you or your Responders if your GoSafe Mobile Button battery is low or becomes discharged.

2. Follow the instructions for use in your User Manual and not use the Wireless Equipment or Wireless Service in a prohibited manner.

3. Be responsible for providing Responders with access to the location you are in.

4. Remain solely responsible for any use of your Wireless Equipment and Wireless Service, even if you are not the one using it, and even if you later claim the use was not authorized. You are also solely responsible for anyone using or accessing the Wireless Service on your behalf.

5. Not utilize the GoSafe Mobile Button if you have an implantable cardiac device such as a pacemaker or defibrillator.

6. Power down your GoSafe Mobile Button prior to traveling on an airplane and ensure you power it back on when it is safe to do so.

7. Notify Lifeline in advance of returning your Wireless Equipment for service, and power down your GoSafe Mobile Button prior to returning it for service.

**Wireless Service Limitations.** The Wireless Equipment (i) may receive global positioning satellite (GPS) signals, and (ii) communicates with Lifeline via wireless communications networks. The availability of Wireless Service and use of the Wireless Equipment is subject to many limitations. The Wireless Service will not work if (a) your Wireless Service subscription with Lifeline is not active; (b) your Wireless Equipment does not have sufficient electrical power (either battery or outlet); (c) you are located outside the 50 United States or are outside the operating range of the Carrier’s wireless network; or (d) there is wireless network interference due to atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, public utility failure, acts of war, government actions, terrorism, civil disturbances, system failures, including internet, computer, telecommunication or other system failures, and other factors and conditions. Lifeline assumes no liability for or relating to the delay, failure, interruption or corruption of any voice, call quality, or data transmitted while using the Wireless Service, nor for the accuracy or precision of location information it provides to Responders.

**Lifeline’s Rights.** Lifeline has the right to disable Wireless Equipment or otherwise block access to the Wireless Service if you are suspected of abuse or fraudulent activity. Abuse and fraudulent use of Wireless Service include, but are not limited to: (i)

attempting or assisting another to access, alter, or interfere with the communications of and/or information about another Lifeline customer; (ii) tampering with or making an unauthorized connection to the wireless network; (iii) installing any amplifiers, enhancers, repeaters, or other devices that modify the radio frequencies used to provide the Wireless Service; (iv) subscription fraud; (v) using Wireless Service in such a manner so as to interfere unreasonably with the use of the Wireless Service by one or more other subscribers or to interfere unreasonably with Lifeline's ability to provide the Wireless Service; (vi) using the Wireless Service to convey obscene, salacious, or unlawful information; (vii) using the Wireless Service without permission on stolen or lost Wireless Equipment; (viii) Unauthorized Access; and (ix) using the Wireless Service to provide voice over IP services; and Lifeline shall not be liable for damages arising from or related to any abuse or fraud facilitated by you. UNDER CERTAIN CIRCUMSTANCES, SOME OR ALL OF THE WIRELESS SERVICE MAY BE SUSPENDED OR TERMINATED WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO LIFELINE OR THE CARRIER. Use of the Wireless Service is at your sole risk. You acknowledge and agree that you have not relied on and are NOT entitled to the benefits of any representations, promises, descriptions of services, or other statement not specifically set forth in this Agreement.

You agree to hold harmless and defend Lifeline from and against any loss, liability, damage, expense (including attorney's fees) or claims of third parties resulting from any use or misuse of the Wireless Equipment or Wireless Service by you or any third party using the Wireless Equipment or Wireless Service through you and from your breach of any of the terms of this Agreement. Neither Lifeline nor the Carrier would have agreed to provide the Wireless Equipment or Wireless Service to you if you did not agree to this limitation.

**End of Service.** If your Wireless Service subscription is cancelled or terminated, you will return the Lifeline Wireless Communicator to Lifeline at your expense either by mail or arranging for pick up (for a fee) by a Lifeline representative. Prior to returning the Wireless Communicator, you will (i) contact Lifeline and arrange for the cancellation of your Wireless Service subscription and (ii) ensure that your Wireless Equipment is packaged for shipment in accordance with Philips' instructions. If you do not return the Wireless Communicator within 30 days after termination, Lifeline reserves the right to charge you a \$500.00 "lost Wireless Equipment" fee.

**Relationship with Wireless Carrier.** You understand that Lifeline, not you, contracts with a wireless carrier ("Carrier") to provide wireless communications transmission and connectivity ("Wireless Service") related to operation of the Wireless Equipment. You understand and agree that you have no contractual relationship with the Carrier, and you are not a third party beneficiary of any agreement between Lifeline and the Carrier. You understand and agree that the Carrier has no liability of any kind to you, whether for breach of contract or warranty, in connection with use, failure to use, or inability to use the Wireless Service. You have no property right in any number assigned to you or your Wireless Equipment, and understand that any such number can be changed at any time by Lifeline and/or the Carrier. You understand that neither Lifeline nor the Carrier can guarantee the delivery, privacy or security of wireless transmissions to and from the Wireless Equipment, and neither will be liable for any lack of privacy or security relating to the use of the Wireless Equipment. You may not resell the Lifeline service (or any component thereof) to any other party.

### Signatures of Subscriber (and, if different, Payer)

**FOR SUBSCRIBER:** By signing below you confirm that (1) you agree to the terms of this Wireless Addendum, including the terms in the accompanying "HOW LIFELINE WORKS" document; and (2) you have been provided with the User Manual for the Wireless Equipment.

Signature of Subscriber

Date

**FOR PAYER (if different than Subscriber):** By signing below you confirm that you agree to the terms of this Wireless Addendum including the terms in the accompanying "HOW LIFELINE WORKS" document.

Signature of Payer (if different than subscriber)

Date